

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Roger F. Allen
Firm Name: Ericksen, Arbuthnot, Kilduff, Day & Lindstrom, Inc.
Address: 530 Water Street, Suite 720
City/State/Zip: Oakland CA 94607-3746
Telephone: (510) 832-7770 Fax: (510) 832-0102
Email: RAllen@Oakd1.com

2. PANEL REQUEST: (All applicants are requested to serve as Judicial Arbitrators)

Check each panel for which you are applying:

☒ Judicial Arbitration ☒ Mediation ☒ Neutral Evaluation ☒ Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
<u>1963-1968</u>	<u>San Jose State University</u>	<u>B.A.</u>
<u>1968-1971</u>	<u>San Jose State University</u>	<u>M.A.</u>
<u>1974-1977</u>	<u>Golden Gate University</u>	<u>J.D.</u>

4. LEGAL EXPERIENCE: State Bar No. 75678 Date Admitted: 12/21/77

A. Are you a member in good standing of the State Bar of California? ☒ Yes ☐ No

B. Are you a retired judicial officer? ☐ Yes ☒ No

Please describe when/where you last served as a judicial officer: _____

C. Are you actively engaged in the practice of law at this time? ☒ Yes ☐ No

If not, are you retired from practice? _____ Date retired: _____

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? ☒ Yes ☐ No

Approximately what percentage of your practice involves litigation? 90 % 10% ADR

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs 1 % ; of defendants 99 %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 2 ; Court Trials 1 ; Mediations 30 ; Arbitrations 5 ;

G. Describe any legal publications or teaching you have done: _____

n.a.

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Mediation	Pepperdine University	12	July 1995
Basic Mediator Training	Amer. Academy of Att. Mediators	12?	Feb 1996
Advanced Mediation	ADR Applications	9?	Oct 1996
2 or three other courses			

A. Number of years experience as: mediator 7; arbitrator 16; neutral evaluator 7;

B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Aka. County Bar Assn ADR Placement Service; Contra Costa County Superior Court ADR

C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: See 5 B, ACBA & Alameda County 1996-2003; Contra Costa 1990-2003; Kaiser Foundation - Sole Neutral Arbitrator 1998-2003

D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. Automobile	03/03	Mediation	Sole Provider;
2. Automobile	02/03	Mediation	Sole Provider;
3. Architect Negligence	01/03	Arbitration	Sole Provider;
4. Automobile	12/02	Mediator	Sole Provider;
5. Medical Negligence	10/02	Mediator	Sole Provider;

E. Is your ADR style best described as ☒ facilitative or ☐ evaluative/directive?

F. Describe any ADR related publications or training you have done: See above for training

G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

\$200 per hour. See attached sample agreement and current resume

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings:
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:
- C. You are available to conduct ADR conferences: ☒ in your office; ☒ at counsel's office; ☐ other (please describe: _____)
- D. You are available to conduct ADR proceedings: ☒ during regular office hours; ☐ evenings by appointment; ☐ weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: Briefs one week in advance. Persons with authority to personally attend all mediations

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.					
Civil Rights					
Collections					
Construction	20	✓	✓	✓	✓
Contracts					
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice	1	✓	✓	✓	✓
Partnership					
P.I. - Auto	15	✓	✓	✓	✓
P.I. - Other	25	✓	✓	✓	✓
Premises Liability	20	✓	✓	✓	✓
Probate/Trust					
Product Liab.	10	✓	✓	✓	✓
Real Property					
Securities					
Tax					
Toxic Torts					
Wrongful Death	9	✓	✓	✓	✓
Other:					

MEDIATION AGREEMENT

We the undersigned parties have voluntarily agreed to submit the case of *, * Action Number *, to ROGER F. ALLEN, ATTORNEY AT LAW OF ERICKSEN, ARBUTHNOT, KILDUFF, DAY & LINDSTROM, INC., for mediation.

I. RIGHTS AND OBLIGATION OF THE PARTIES

The parties understand and agree that Mediation is voluntary and that any party may end participation in the process at any time.

The parties understand that Mediator ROGER F. ALLEN, ESQ. is a licensed attorney. However, the parties understand that the Mediator will not provide the parties with legal advice nor represent the interests of any party or any insurer of any party. The services to be provided by ROGER F. ALLEN are solely those of a mediator.

The parties understand that each has the right to have an attorney present during the mediation and may consult an attorney regarding their legal rights and obligations at any time.

II. DESCRIPTION OF MEDIATION

Mediation is a voluntary, informal, confidential process in which the Mediator assists the parties in communicating with each other, helps the parties clarify facts, identifies legal issues, and explores various options designed to lead to the resolution of the dispute.

The parties agree that the purpose of Mediation is to enter into a mutually acceptable agreement to resolve all relevant issues. Any agreement reached as a result of Mediation shall be in writing, and shall be binding on the parties if the parties agree in writing that it shall be binding. A binding agreement may be entered in the appropriate court as an enforceable Judgment.

The parties understand and agree that the mediation shall be confidential and cannot be used in any legal proceeding unless the parties have entered into a written agreement that specifies it is binding. The Parties and the Mediator acknowledge that the Provisions of California Evidence Code Section 1115 through 1128 apply to this mediation.

III. FEE FOR SERVICE

The parties agree that they shall compensate the Mediator at the rate of \$200 per hour with liability for the fee to be shared as follows: each party shall share equally in the fees. Fees are immediately due and payable upon receipt of an itemized invoice from the Mediator. The obligors on these fees are all of the following persons when such person has signed this agreement below: the plaintiffs and their attorneys, the insurers for the defendants, the defendants, and the attorneys for defendants. **Each party shall deposit with the Mediator seven days in advance of the Mediation the sum of \$500.** Said deposit will serve as a credit against the bill of Mediator, and any excess credit due any party shall be returned to the Parties within ten days of the conclusion of the Mediation. **All deposits and payments shall be made payable to ERICKSEN, ARBUTHNOT, KILDUFF, DAY & LINDSTROM, INC.**

IV. ACKNOWLEDGEMENT

We hereby declare that we have read, understood, and agreed to the foregoing terms for Mediation: (This agreement may be signed in counterparts.)

DATED: _____
Plaintiff, *

DATED: _____
*, Attorney for Plaintiff

DATED: _____
Representative of *, Insurer of Defendant *

DATED: _____
*, Attorney for Defendant *

DATED: _____
Roger F. Allen, Mediator